From: Fenton, Frederic D <ffenton@stblaw.com>
Sent: Sunday, October 8, 2006 9:58 PM
To: Scarborough, Chris [redacted] Hinman, William <WHinman@stblaw.com>
Cc: Boutros, George [redacted] Duncan, Storm [redacted] Jensen, Kirsten <kjensen@stblaw.com>; matthew@google.com
Subject: RE: Engagement Letter
Attach: Document.pdf

Chris,

Attached please find an executed copy of the engagement letter. Please email or fax a copy countersigned by Credit Suisse to my attention at your convenience.
If you could also please send me a draft of the fairness opinion for our review once it has been prepared, that would be greatly appreciated.

Regards,
Ric

-----Original Message-----
From: Scarborough, Chris [mailto:[redacted]
Sent: Sunday, October 08, 2006 6:45 PM
To: David Drummond [redacted]); Fenton, Frederic D; Hinman, William
Cc: Boutros, George; Duncan, Storm
Subject: Engagement Letter

David,

At George's request, attached please find the engagement letter which we believe reflects the final business and legal agreement. You can fax an executed version back to me at [redacted] Please do not hesitate to call me, Storm or George with any questions, and we appreciate the opportunity to work with you and the rest of the "Green" team on this very important transaction.

Best regards,
Chris

Chris Scarborough
Mergers & Acquisitions
Credit Suisse
650 California Street
San Francisco, CA 94108
Tel: [redacted]

Duncan S
EXHIBIT NO. 10
7.16.08
A. IGNACIO HOWARD CSR, RPR

Fax: [redacted]

** PLEASE NOTE MY EMAIL ADDRESS HAS CHANGED TO [redacted]

Please access the attached hyperlink for an important electronic communications disclaimer:

http://www.credit-suisse.com/legal/en/disclaimer_email_ib.html

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October 6, 2006

Google Inc.
1600 Amphitheatre Parkway
Mountain View, CA 94043

Attention: David Drummond
Senior Vice President, Corporate Development

Dear David:

This confirms our agreement that Google Inc. (the "Company" or "you") has engaged Credit Suisse Securities (USA) LLC ("Credit Suisse", "we" or "us") to undertake an analysis and render an opinion (the "Opinion") to the Board of Directors of the Company as to the fairness, from a financial point of view, of the consideration to be paid by the Company in the proposed Transaction (as defined below). You agree and acknowledge that the nature and scope of our analysis as well as the form and substance of our Opinion shall be such as we deem appropriate. If requested by you, our Opinion shall be delivered in writing.

You have informed us that the Company is considering a proposed transaction (the "Transaction") providing for the merger of YouTube, Inc. (the "Target") with a subsidiary of the Company pursuant to which the Target will become a wholly owned subsidiary of the Company.

Section 1. Compensation; Expenses.

As compensation for our services hereunder, the Company agrees to pay Credit Suisse a fee of $2,500,000, payable upon the rendering of our Opinion (regardless of the conclusion reached therein).

In addition to the compensation payable pursuant to this Section 1, the Company agrees, upon request, to reimburse Credit Suisse promptly for reasonable expenses incurred by Credit Suisse, including the fees and expenses of its legal counsel, resulting from or arising out of this engagement or the performance thereof or any other advisory assignments undertaken by Credit Suisse after the date hereof at the Company's request. All fees and expenses payable under this agreement are payable in U.S. dollars in immediately available funds. All fees, expenses and other payments under this agreement shall be paid without giving effect to any withholding or deduction of any tax or similar governmental assessment.

Section 2. Information.

Except as required by law or regulation, no advice or Opinion rendered by Credit Suisse, whether formal or informal, may be disclosed, in whole or in part, or summarized, excerpted from or otherwise referred to without our prior written consent. In addition, neither Credit Suisse nor the terms of this engagement may be otherwise referred to without Credit Suisse's prior written consent. The obligations of the Company pursuant to this paragraph shall survive any expiration or termination of this agreement or Credit Suisse's engagement hereunder. Notwithstanding anything to the contrary contained in this agreement, the Company (and each employee, representative or other agent of the Company) may disclose to any and all persons, without limitation of any kind, the tax treatment and tax structure of any transaction contemplated by this agreement and all materials of any kind (including opinions or other tax analyses) that are provided to the Company relating to such tax treatment and structure.

In connection with Credit Suisse's engagement, the Company will furnish, or cause to be furnished to, Credit Suisse all information concerning the Company and, to the extent available to the Company, Target that Credit Suisse reasonably deems necessary or appropriate and will provide Credit Suisse with access to officers, directors, employees, accountants, counsel and

other representatives (collectively, the "Representatives") of the Company and, as practicable, the Target. In performing our services hereunder, Credit Suisse shall be entitled to rely without investigation upon all available information, including information supplied to us by or on behalf of the Company, the Target or their respective Representatives and shall not be responsible for the accuracy or completeness of, or have any obligation to verify, the same or conduct any appraisal of assets or liabilities. Except as required by law or regulation or judicial process, all non-public information concerning the Company or the Target provided to Credit Suisse will be held confidentially and Credit Suisse shall not disclose such information to any third party (other than legal counsel) without the Company's written consent.

Section 3. Public Announcements.

Credit Suisse may, at its option and expense and after announcement by the Company of a Transaction, place announcements and advertisements or otherwise publicize the Transaction and Credit Suisse's role in it (which may include the reproduction of the Company's logo and a hyperlink to the Company's website on Credit Suisse's Internet Website); provided, however, that the Company consents prior to each use of such publicity; provided, further, that the Company hereby consents to Credit Suisse's use of its customary tombstone announcement in pitch books.

Section 4. Indemnity.

As Credit Suisse will be acting on behalf of the Company in connection with this engagement, the Company and Credit Suisse agree to the indemnity provisions and other matters set forth in Annex A which is incorporated by reference into this agreement and is an integral part hereof. The obligations of the Company pursuant to Annex A shall survive any expiration or termination of this agreement or Credit Suisse's engagement hereunder.

Section 5. Termination.

Credit Suisse's engagement hereunder may be terminated at any time by either Credit Suisse or the Company upon ten days' prior written notice thereof to the other party; *provided, however,* that no termination of Credit Suisse's engagement hereunder shall affect the Company's obligations to pay the fees and expenses payable or incurred hereunder prior to the termination of Credit Suisse's engagement.

Section 6. Acknowledgements.

Credit Suisse is a full service securities firm engaged in securities trading and brokerage activities as well as providing investment banking and other financial services. In the ordinary course of business, Credit Suisse and its affiliates may acquire, hold or sell, for their own accounts and the accounts of customers, equity, debt and other securities and financial instruments (including bank loans and other obligations) of the Company, Target and any other company that may be involved in the transactions and other matters contemplated by this agreement, as well as provide investment banking and other financial services to such companies. In addition, Credit Suisse and its affiliates and certain of their respective employees, including members of the team performing this engagement, as well as certain private equity funds associated or affiliated with Credit Suisse in which they may have financial interests, may from time-to-time acquire, hold or make direct or indirect investments, in or otherwise finance a wide variety of companies, including the Target, other potential purchasers and their respective affiliates. Credit Suisse has adopted policies and procedures designed to preserve the independence of its research analysts whose views may differ from those of Credit Suisse's investment banking division.

Section 7. Miscellaneous.

The Company acknowledges and agrees that Credit Suisse has been retained solely to render the Opinion with respect to the Transaction and that no fiduciary or agency relationship between the Company and Credit Suisse has been created in respect of this agreement or Credit Suisse's engagement hereunder, regardless of whether Credit Suisse has advised or is advising the Company on other matters. In connection with this engagement, Credit Suisse is acting as an independent contractor, with obligations owing solely to the Company and not in any other capacity. Except as contemplated by Annex A, this agreement is not intended to confer rights upon any persons not a party hereto (including security holders, employees or creditors of the Company).

The Company acknowledges and agrees that Credit Suisse and its affiliates may be engaged in a broad range of transactions involving interests that differ from those of the Company and that Credit Suisse has no obligation to disclose such interests and transactions to the Company. The Company waives, to the fullest extent permitted by law, any claims it may have based on any actual or potential conflicts of interest that may arise or result from Credit Suisse's engagement by the Company hereunder or any claims it may have against Credit Suisse for breach of fiduciary duty or alleged breach of fiduciary duty and agrees that Credit Suisse shall have no liability (whether direct or indirect) to the Company in respect of such a fiduciary duty claim or to any person asserting a fiduciary duty claim on behalf of or in right of the Company, including the Company's stockholders, employees or creditors.

The Company understands that Credit Suisse is not undertaking to provide any legal, accounting or tax advice in connection with this agreement. Credit Suisse shall not be responsible for the underlying business decision of the Company to effect a Transaction or for the advice or services provided by any of the Company's other advisors or contractors. The Company shall be solely responsible for the commercial assumptions on which the Opinion or any valuation advice provided by Credit Suisse is based. This agreement shall be binding upon and inure to the benefit of the Company, Credit Suisse and their respective successors. If any term, provision, covenant or restriction herein (including Annex A) is held by a court of competent jurisdiction to be invalid, void or unenforceable or against public policy, the remainder of the terms, provisions and restrictions contained herein shall remain in full force and effect and shall in no way be modified or invalidated.

Section 8. Governing Law; Jurisdiction; Waiver of Jury Trial.

All aspects of the relationship created by this agreement or the engagement hereunder and any other agreements relating to the engagement hereunder shall be governed by and construed in accordance with the laws of the State of New York, applicable to contracts made and to be performed therein and, in connection therewith, the parties hereto consent to the exclusive jurisdiction of the Supreme Court of the State of New York or the United States District Court for the Southern District of New York, in each case sitting in New York County and agrees to venue in such courts. Notwithstanding the foregoing, solely for purposes of enforcing the Company's obligations under Annex A, the Company consents to personal jurisdiction, service and venue in any court proceeding in which any claim relating to or arising out of this agreement or the engagement hereunder is brought by or against any Indemnified Person. CREDIT SUISSE AND THE COMPANY EACH HEREBY AGREES TO WAIVE ANY RIGHT TO TRIAL BY JURY WITH RESPECT TO ANY CLAIM, COUNTER CLAIM OR ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE ENGAGEMENT HEREUNDER.

We are delighted to accept this engagement and look forward to working with you on this assignment. Please confirm that the foregoing is in accordance with your understanding by signing and returning to us the enclosed duplicate of this letter.

Very truly yours,

CREDIT SUISSE SECURITIES (USA) LLC

By: _____
Name:
Title:

Accepted and agreed to as
of the date first written above:

GOOGLE INC.

By: _____
Name:
Title:

ANNEX A

In further consideration of the agreements contained in our engagement letter (the "engagement"), Google Inc. (the "Company") agrees to indemnify and hold harmless Credit Suisse Securities (USA) LLC ("Credit Suisse"), its affiliates, the respective members, directors, officers, partners, agents and employees of Credit Suisse and its affiliates, and any person controlling Credit Suisse or any of its affiliates (collectively, "Indemnified Persons") from and against, and the Company agrees that no Indemnified Person shall have any liability to the Company or its owners, parents, affiliates, security holders or creditors for, any losses, claims, damages or liabilities (including actions or proceedings in respect thereof) (collectively, "Losses") (A) related to or arising out of (i) the Company's actions or failures to act (including statements or omissions made or information provided by the Company or its agents) or (ii) actions or failures to act by an Indemnified Person with the Company's express consent or in reasonable reliance on the Company's actions or failures to act or (B) otherwise related to or arising out of the engagement, Credit Suisse's performance thereof or any other services Credit Suisse is asked to provide to the Company (in each case, including related activities prior to the date hereof), except that this clause (B) shall not apply to any Losses to the extent that they are finally determined by a court of competent jurisdiction to have resulted primarily from the bad faith or gross negligence of such Indemnified Person. If such indemnification is for any reason not available or insufficient to hold an Indemnified Person harmless, the Company agrees to contribute to the Losses involved in such proportion as is appropriate to reflect the relative benefits received by the Company, on the one hand, and by Credit Suisse, on the other hand, with respect to the engagement or, if such allocation is determined by a court of competent jurisdiction to be unavailable, in such proportion as is appropriate to reflect other equitable considerations such as the relative fault of the Company on the one hand and of Credit Suisse on the other hand; provided, however, that, to the extent permitted by applicable law, the Indemnified Persons shall not be responsible for expenses and Losses which in the aggregate are in excess of the amount of all fees actually received by Credit Suisse from the Company in connection with the engagement. Relative benefits to the Company, on the one hand, and Credit Suisse, on the other hand, with respect to the engagement shall be deemed to be in the same proportion as (i) the total value paid or proposed to be paid or received or proposed to be received by the Company and its security holders, as the case may be, pursuant to the transaction(s), whether or not consummated, contemplated by the engagement, bears to (ii) all fees actually received by Credit Suisse in connection with the engagement. Without limiting the generality of the foregoing, in no event shall any Indemnified Person have any liability to the Company or any of its affiliates or stockholders for any consequential, special, exemplary or punitive damages arising out of the engagement or their performance thereof. The Company will not permit any settlement or compromise to include, or consent to the entry of any judgment that includes, a statement as to, or an admission of, fault, culpability or a failure to act by or on behalf of an Indemnified Person, without such Indemnified Person's prior written consent. No Indemnified Person seeking indemnification, reimbursement or contribution under this agreement will, without the Company's prior written consent, settle, compromise consent to the entry of any judgment in or otherwise seek to terminate any action, claim, suit, investigation or proceeding referred to herein. If any Indemnified Person becomes involved in any capacity in any action, claim, suit, investigation or proceeding, actual or threatened, brought by or against any person, including stockholders of the Company, in connection with or as a result of the engagement or any matter referred to in the engagement the Company also agrees to reimburse such Indemnified Persons for their reasonable expenses (including without limitation reasonable legal fees and other costs and expenses incurred in connection with investigating, preparing for and responding to third party subpoenas or enforcing the engagement) as such expenses are incurred. Promptly after receipt by an Indemnified Person of service of any complaint or the commencement of any action or proceeding with respect to which indemnification is being sought hereunder, such Indemnified Person will notify the Company in writing of such complaint or of the commencement of such action or proceeding, but failure to so notify the Company will relieve the Company from the obligation to indemnify such Indemnified Person only if and only to the extent that such failure results in the forfeiture by the Company of substantial rights and defenses that actually and

materially prejudice the Company, and will not in any event relieve the Company from any other obligation or liability that the Company may have to any Indemnified Person otherwise than in accordance with the provisions hereof. If the Company so elects following its acknowledgment of its obligation to indemnify the Indemnified Person or is requested by such Indemnified Person, the Company will assume the defense of such action or proceeding, including the employment of counsel reasonably satisfactory to such Indemnified Person and the payment of the fees and disbursements of such counsel. In the event, however, such Indemnified Person reasonably determines in its judgment that having common counsel would present such counsel with a conflict of interest or if the defendants in or targets of any such action or proceeding include both an Indemnified Person and the Company and such Indemnified Person reasonably concludes that there may be legal defenses available to it or other Indemnified Persons that are different from or in addition to those available to the Company, or if the Company fails to assume the defense of the action or proceeding or to employ counsel reasonably satisfactory to such Indemnified Person in a timely manner, then such Indemnified Person may employ separate counsel to represent or defend it in any such action or proceeding and the Company will pay the reasonable and customary fees and disbursements of such counsel; provided, however that the Company will not be required to pay the fees and disbursements of more than one separate counsel (in addition to local counsel) for such Indemnified Persons in any jurisdiction in any single action or proceeding. In any action or proceeding the defense of which the Company assumes, the Indemnified Person will have the right to participate in such litigation and to retain its own counsel at such Indemnified Person's own expense. The Company will not, without Credit Suisse's prior written consent, settle, compromise, consent to the entry of any judgment in or otherwise seek to terminate any action, claim, suit, investigation or proceeding in respect of which indemnification may be sought hereunder (whether or not any Indemnified Person is a party thereto) unless such settlement, compromise, consent or termination includes a release of each Indemnified Person from any liabilities arising out of such action, claim, suit, investigation or proceeding. The Company's obligations pursuant to this Annex A shall inure to the benefit of any successors, assigns, heirs and personal representatives of each Indemnified Person and are in addition to any rights that each Indemnified Person may have at common law or otherwise. Prior to entering into any agreement or arrangement with respect to, or effecting, any transaction that is reasonably likely to impair the Company's ability to meet its current and potential future obligations pursuant to this Annex A, the Company will notify Credit Suisse in writing thereof and, if requested by Credit Suisse, shall arrange alternative means of providing for the obligation of the Company set forth herein upon terms and conditions reasonably satisfactory to Credit Suisse.